

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JENNIFER GORDON, VALERIE TANTLINGER and
JENNIFER UNDERWOOD, on Behalf of Themselves
and All Others Similarly Situated,

Plaintiffs,

v.

KOHL'S DEPARTMENT STORES, INC. and
CAPITAL ONE, N.A.,

Defendants.

CIVIL ACTION

Case No.: 2:15-cv-00730-WB

DECLARATION OF JONATHAN WALLGREN

I, Jonathan Wallgren, declare as follows pursuant to 28 U.S.C. § 1746:

1. I am currently the Director of Credit Technology at Kohl's Department Stores, Inc. ("Kohl's"). My responsibilities include, without limitation, overseeing the implementation, maintenance and use of any technological or electronic programs and processes used to service Kohl's-branded credit cards as well as Kohl's internal policies and procedures in connection therewith. This declaration is based upon my personal knowledge, my review of Kohl's business records, and the knowledge I have acquired in the course of my duties with Kohl's. I am competent to testify on the matters stated herein.

2. My duties as Director of Credit Technology make me familiar with the means by which Kohl's maintains its Kohl's-branded credit card accountholder records. In connection with my duties as Director of Credit Technology, I regularly access and investigate such records. I have personal knowledge about the manner in which Kohl's maintains such accountholder records.

3. In the ordinary course of its regularly conducted business, Kohl's maintains electronic records related to Kohl's-branded credit card accountholders. These records are made on or about the time of the events reflected in each record. Kohl's relies on these electronic records in the ordinary course of managing and servicing the Kohl's-branded credit card accounts.

4. I have reviewed Kohl's electronic records concerning Ms. Gordon's, Ms. Tantlinger's, and Ms. Underwood's ("Plaintiffs") Kohl's-branded credit card accounts. My statements in this declaration regarding Plaintiffs' Kohl's-branded credit card accounts are based on my personal review of these business records and knowledge I have acquired in the course of my duties at Kohl's.

Jennifer Gordon

5. According to Kohl's account records for Ms. Gordon, Ms. Gordon opened a Kohl's credit card account in a Kohl's store on September 27, 2010. Ms. Gordon's credit card was issued by Chase Bank USA, N.A. ("Chase") and was assigned a credit card number ending in 9508.

6. Pursuant to Kohl's policy and procedures, Ms. Gordon would have been provided with her credit card agreement at the time of her in-store enrollment. A true and correct copy of the in-store credit card application and agreement in use at Ms. Gordon's enrollment is attached hereto as **Exhibit 1**.

7. According to Kohl's account records, Ms. Gordon's account has been enrolled in Kohl's Account Ease ("KAE") since September 27, 2010. True and correct screenshots of Kohl's account records confirming the "Full Open Date" of Ms. Gordon's account on 09-27-10 and the date of Ms. Gordon's enrollment in KAE ("AE - 100927" according to the dating

convention: YYMMDD) are attached hereto as **Exhibit 2**. A true and correct billing statement sent to Ms. Gordon on or about October 19, 2010, which would have been her first billing statement after enrolling on September 27, 2010, and reflects that Ms. Gordon was charged a fee for KAE, is attached hereto as **Exhibit 3**.

8. KAE is a debt suspension and cancellation agreement that modified the terms of the credit card agreement with cardholders to permit those customers to cancel or suspend their obligation to repay their credit card debt in certain situations.

Valerie Tantlinger

9. According to Kohl's account records for Ms. Tantlinger, Ms. Tantlinger opened a Kohl's credit card account in a Kohl's store on March 9, 2007. Ms. Tantlinger's credit card was issued by Chase and was assigned a credit card number ending in 0762.

10. Pursuant to Kohl's policy and procedures, Ms. Tantlinger would have been provided with her credit card agreement at the time of her in-store enrollment. A true and correct copy of the in-store credit card application and agreement in use at Ms. Tantlinger's enrollment is attached hereto as **Exhibit 4**.

11. According to Kohl's account records, Ms. Tantlinger's account had been enrolled in KAE since March 10, 2007. True and correct screenshots of Kohl's account records confirming the "Full Open Date" of Ms. Tantlinger's account on 03-09-07 and the date of her enrollment in KAE ("AE - 070310" according to the dating convention: YYMMDD) are attached hereto as **Exhibit 5**. A true and correct billing statement sent to Ms. Tantlinger on or about May 11, 2012, which reflects that Ms. Tantlinger was charged a fee for KAE and that her statement period began on November 8, 2008, is attached hereto as **Exhibit 6**.

Jennifer Underwood

12. According to Kohl's account records for Ms. Underwood, Ms. Underwood opened a Kohl's credit card account in a Kohl's store on January 12, 2009. Ms. Underwood's credit card was issued by Chase and was assigned a credit card number ending in 5096.

13. Pursuant to Kohl's policy and procedures, Ms. Underwood would have been provided with her credit card agreement at the time of her in-store enrollment. A true and correct copy of the in-store credit card application and agreement in use at Ms. Underwood's enrollment is attached hereto as **Exhibit 7**.

14. According to Kohl's account records, Ms. Underwood's account had been enrolled in KAE since January 12, 2009. True and correct screenshots of Kohl's account records confirming the "Full Open Date" of Ms. Underwood's account on 01-12-09 and the date of her enrollment in KAE ("AE - 090112" according to the dating convention: YYMMDD) are attached hereto as attached hereto as **Exhibit 8**. A true and correct billing statement sent to Ms. Underwood on or about February 4, 2010, which reflects that Ms. Underwood was charged a fee for KAE, is attached hereto as **Exhibit 9**.

15. Kohl's has serviced all of Plaintiffs' accounts since their inception. On April 1, 2011, Capital One acquired Kohl's existing cardholder accounts from Chase. I have confirmed from Kohl's records that Capital One acquired the accounts of Ms. Gordon, Ms. Tantlinger, and Ms. Underwood as a result of that transaction.

16. The arbitration provision contained in Kohl's-branded Cardmember Agreements was removed from the Cardmember Agreement effective October 15, 2010. A true and correct copy of the "Change In Terms" regarding the removal of the arbitration provision is attached hereto as **Exhibit 10**.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge and belief.

DATED: May 18, 2015.


Jonathan Wallgren
Director of Credit Technology
Kohl's Department Stores, Inc.

EXHIBIT 1

In-Store Application and February 2010 Cardholder Agreement – Gordon

payments. You must follow these instructions. Your payment will not be credited to your Account before we receive it at the address we specify for receipt of payments and in accordance with the payment instructions.

If you make a payment marked as paid in full or indicate that it is to pay all amounts you owe us, you must send that payment to the special address on the back of your statement. That address is called the "Conditional Payments" address. We may accept a conditional payment and not agree that it pays all amounts you owe on your Account. Also, we may return a conditional payment to you and you will still owe us the amount of the payment or any other amounts owed on your Account.

You authorize us to collect any payment check either electronically or by draft. We can collect your payment checks electronically by sending the check number, check amount, account and routing numbers to your bank. Or we can collect these checks by sending a draft drawn on your bank account. Funds may be taken from your bank account on the same day we receive your payment. We will not keep your original check, just a copy of it.

You may use our optional services to make payments electronically through our website, our automated telephone service or our customer service advisors. We will provide the terms for these payment services before you use them.

8. Legal Notices: For important information regarding your right to dispute billing errors under federal law, see the section marked "Your Billing Rights" that accompanies your copy of this Agreement. All notices relating to legal actions, including bankruptcy notices, must be sent to us, through our agent, at Kohl's, ATTN: Credit Administrator, P.O. Box 3043, Milwaukee, WI, 53201-3043. Legal notices sent to any other addresses will not satisfy the legal requirement that you provide us with notice.

9. No Waiver By Us: We reserve the right to delay or refrain from enforcing any of our rights under this Agreement without losing them. For example, we can extend the time for making certain payments without extending others or we can accept late or partial payments without waiving our right to have future payments made when they are due.

10. Returned Check Fee: If any check, instrument, or electronic authorization used to pay the amount you owe under this Agreement is returned unpaid upon first presentment, even if the check, instrument or electronic authorization is later honored, we may charge you a returned check fee of \$25. You agree that this fee will be added to the outstanding balance on your Account.

11. Late Fee: We may charge a late fee if we do not receive at least the required Minimum Payment for any billing period by the date and time it is due. If the amount of the late fee is based on a balance, we will use the total Account balance at the end of the day that the late fee is charged to calculate the fee. This date may be as early as the due date for the late payment. Your late fee will be \$15 if your balance is greater than \$15 but less than \$50.01, and \$29 if your balance is greater than \$50, however, if your balance is \$15 or less you will not be charged a late payment fee. We will add any late fee to the balance due on your Account.

12. Security Interest, Default/Collection Costs:

Security Interest. To the extent permitted by applicable law, you grant us, and we shall retain a purchase money security interest under the Uniform Commercial Code in each item of merchandise purchased at Kohl's stores or otherwise from Kohl's on your Account to secure the repayment in full of all amounts owed to us in connection with the purchase of that item. In the event that you default under this Agreement, we shall have all of the rights of a secured party under applicable law, including to the extent permitted by applicable law, the rights to repossess items of merchandise that remain subject to our security interest. For the sole purpose of determining at any time what items remain subject to the security interest, payments on your Account will be deemed to be applied as follows: first to Interest Charges, late and returned check fees, then to insurance or debt cancellation charges, if applicable, and then to purchases. It is expressly agreed that no security interest or lien will be acquired or retained by us in your principal dwelling, except to the extent that a lien may be created, obtained or granted as a result of a court order or judgment.

Default/Collection Costs. You will be in default if you fail to pay any Minimum Payment by the time and date it is due, if you breach any other promise or obligation under this Agreement, if you become incapacitated or die, or if you file for bankruptcy. Subject to applicable law, we may also consider you to be in default under this Agreement at any time if any statement made by you to us in connection with this Account or any other credit program with us was false or misleading; if we receive information indicating that you are bankrupt, intend to file bankruptcy, or are unable to pay your debts as they become due; or we receive information leading us to conclude that you are no longer creditworthy. In evaluating your creditworthiness, you agree that we may rely on information contained in consumer reports, and in our discretion we may consider the amount of debt you are carrying compared to your resources or any other of your credit characteristics, regardless of your performance on this Account. In the event of default, subject to any right you may have under applicable law, we may demand that you pay the entire unpaid balance due. If the Account is referred to an attorney, you agree to pay our reasonable attorney's fees, but only to the extent and in the amount permitted by applicable law, and court costs will also be recovered where permitted by applicable law.

13. Your Credit Limit and Canceling or Limiting Your Credit: We will assign a credit limit to your Account. Your credit limit appears on your Statement. You are responsible for keeping track of your Account balance including any fees and interest charges and making sure it remains below your credit limit. We may but are not required to authorize charges that go over your credit limit. You must pay any amount over your credit limit and you must pay us immediately if we ask you to do so. This Agreement applies to any balance over your credit limit. We may change or cancel your credit limit without telling you ahead of time. If we do, it will not excuse you from your obligations to pay us.

You may close your Account at any time. We may require you to provide a closure request in writing. Except as required by applicable law, we may close your Account or suspend your credit privileges or any feature on your Account at any time for any reason, including Account inactivity, without notice. If we close your Account or suspend your credit privileges or any feature, we will not be liable to you for any consequences that

result. If you or we close your Account, you and any authorized users must stop using your Account immediately and destroy all cards or return them to us upon request. You will continue to be responsible for charges to your Account according to the terms of this Agreement.

14. Credit Cards, Lost/Stolen Credit Cards and Liability for Unauthorized Use: All cards we issue remain our property and, if requested, you agree to return to us any card issued to you. If you lose or someone steals your card or any other means to access your Account, or if you think someone has used your Account without your permission, you must tell us immediately. Call us at 1-800-564-5740 or write to us at: Kohl's, ATTN: Credit Administrator, P.O. Box 3120, Milwaukee, WI 53201-3120. Do not use your Account after you notify us. We may end your credit privileges and close your Account if we consider it appropriate. You agree to provide us information to help us find out what happened. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

15. Additional Cards and Revoking an Authorized User's Card: You may request additional cards on your Account for yourself or authorized users. However, if you do you will be liable for all charges incurred by these persons in accordance with this Agreement. You agree to notify us immediately if you revoke permission to use the Account for any person you previously authorized to use your Account. In that case, we may close the Account and issue a new card or cards with a different Account number. An authorized user is not liable for charges incurred by you or by other authorized users. You authorize us to provide Account information to authorized users and to discuss the Account with them. You agree to notify each authorized user, at the time he or she becomes an authorized user, that we may receive, record, exchange and use information about him or her in the same manner we do with information about you as described in this Agreement.

16. Credit Information: We may review your credit history by obtaining information from credit reporting agencies and others. We may report information about you and your Account to credit reporting agencies. If you request additional cards on your Account for others, we may report Account information in your name as well as in the names of those other people. If you think we have reported information to a credit reporting agency that is not correct, you may write to us at: Kohl's, ATTN: Credit Administrator, P.O. Box 3115, Milwaukee, WI 53201-3115. Please include your name, address, Account number, telephone number and a brief description of the problem and a copy of the credit reporting agency report if you have it. We will investigate the matter. If our investigation shows that you are right, we will contact each credit reporting agency to which we reported the information and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone.

17. Credit Balances: You may request a refund of any credit balance at any time. Otherwise, we will apply it to any new charges on your Account or provide the refund to you as required by law.

18. Telephone Monitoring and Recording: In order to assure that you receive the best possible customer service, and that our employees and agents are complying with our policies and all applicable laws in their contacts with you, on occasion, we or our agents may record your call or we may have a second employee listening to customer calls. You consent to the recording and monitoring of calls and further authorize us or our agents to contact you by telephone for any lawful purpose including the offering of products or services that Kohl's or we believe may be of interest to you.

19. Communications/Change of Information: We can provide cards, billing statements and other communications to you at any mailing address or email address shown in our records. If you change your contact information such as any mailing address, telephone number or email address, you must notify us immediately in writing at the address shown on your billing statement. Telephone numbers you provide include those you give us and/or those we obtain from caller ID processes. We may obtain telephone number, mailing address and e-mail address information from you or third parties, and we may accept mailing address corrections from the United States Postal Service.

If more than one person is responsible for this Account, we can provide billing statements and communications to any of you. Notice to one of you will be considered notice to all of you. You all will remain obligated on the Account. You agree to pay any fee(s) or charge(s) for incoming communications from us, and/or outgoing communications to us, without reimbursement from us.

You authorize us, or anyone acting on our behalf, to call or send a text message to any number you provide or to any number where we reasonably believe we can contact you. These include calls to mobile, cellular, or similar devices, and calls using automatic telephone dialing systems and/or prerecorded messages. We may also send an email to any address where we reasonably believe we can contact you. Some of the legal purposes for calls and messages include: suspected fraud or identity theft; obtaining information; transactions on or servicing of your Account; collecting on your Account; and providing you information about products and services.

20. The Privacy Policy that Applies to this Account: Kohl's and we collect nonpublic personal information about you as described in our privacy policy for this Account. We will only use it in accordance with the privacy policy, which has been provided to you for this Account or, for new applicants, will be provided to you promptly after approval. Kohl's may disclose your name and address to companies that perform mailing services for it in order to offer extra value when shopping at Kohl's (e.g. a mailing to you offering an extra 15% off your Kohl's Charge purchases during a sale event, etc.). Kohl's and we maintain physical, electronic, and procedural safeguards that comply with applicable law to guard your nonpublic personal information.

21. Established Business Relationship: You further agree that you have an established business relationship with us and with Kohl's and that we both may contact you from time to time regarding your account and products and services that we or Kohl's believes may be of interest to you. You agree that all such contacts are not unsolicited and may be monitored to assure quality service.

22. GOVERNING LAW: THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND

INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF DELAWARE, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF DELAWARE, WHERE YOUR ACCOUNT AND WE ARE LOCATED, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT.

23. Assignment: We may assign your Account, any amounts you owe us, or any of our rights and obligations under this Agreement to a third party. The person to whom we make the assignment will be entitled to any of our rights that we assign to that person. You may not assign this Account.

24. Enforcing this Agreement: We can delay enforcing or not enforce any of our rights under this Agreement without losing our right to enforce them in the future. If any of the terms of this Agreement are found to be unenforceable, all other terms will remain in full force.

25. FOR INFORMATION: Please call the customer service telephone number on your card or Statement if you have any questions about your Account or this Agreement.

YOUR BILLING RIGHTS: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us on a separate sheet at the "Send Inquiries To" address shown on your billing statement.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing on a separate sheet at the "Send Inquiries To" address shown on your billing statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

For information about your Account, please contact Chase Bank USA, N. A. by writing our servicer: Kohl's, Attn: Credit Administrator, P.O. Box 3120, Milwaukee, WI 53201-3120.

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KAE Benefit Summary/Disclosure

Kohl's Account EaseSM (KAE) is an optional amendment to your Cardmember Agreement under which we may cancel the balance on your Account up to a maximum of \$10,000.

The Plan[®] works when you, your Spouse or Domestic Partner, an Authorized User of your Account, or a Higher Wage Earner in your Household experience a qualifying event:

Involuntary Unemployment, Disability, Hospitalization, Loss of Life.

COST OF THE PLAN

The cost is \$1.60 per \$100 of your ending monthly statement balance and will be conveniently billed to your credit card, each month, unless cancelled. When you do not have a balance there is no charge.

30-DAY MONEY-BACK GUARANTEE

Within two weeks after approval of your credit card application, you will receive an Amendment to the Cardmember Agreement with complete details about the Plan.

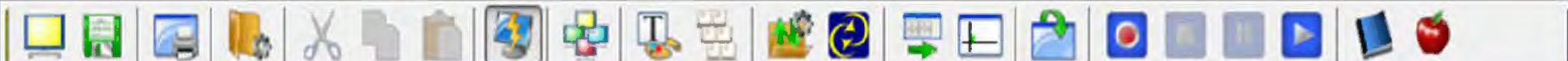
If you are not completely satisfied, you will have 30 days to cancel and receive a full refund of any Plan fees paid. Of course, you may cancel at any time. To cancel, call 1-800-470-0554. We may cancel the Plan at any time. Please read your Amendment to the Cardmember Agreement carefully. There are eligibility requirements, conditions, and exclusions that could prevent you from receiving benefits under the Plan; a complete explanation can be found in Sections 2-7 of the Amendment. This Plan is not required to obtain credit and your decision whether or not to purchase the Plan is not a factor in the bank's credit decision, nor will it affect the terms of any existing credit agreement with the bank.

*The sum total of Cancellation Benefits applied to your Account under all features of Kohl's Account EaseSM will not exceed \$10,000 in the aggregate. You must have purchased the Plan as of the Qualifying Event Date. Benefits are based on the account balance as of the date of the Qualifying Event, and charges made on or after a Qualifying Event Date are not covered by the Plan. You must continue to pay the Minimum Monthly Payment Due. To qualify for the Involuntary Unemployment benefit, unemployment must continue for 90 days and prior employment is required; Hospitalization must continue for 7 consecutive days; Disability must continue for 90 consecutive days. **Please keep a copy of this Summary/Disclosure for your records.**

EXHIBIT 2

Kohl's Account Screenshots - Gordon

File Edit Session Options Transfer View Script Help



BS9 [REDACTED] 508

9368 3000 2000 [REDACTED] 508 05/18/15 12:50

GORDON, JENNIFER L HOME PHONE [REDACTED] 5836 WORK PHONE

SECONDARY SSN#: 000-00-0000 FULL OPEN DATE: 09-27-10

CASH CREDIT PCT: 000 CASH CREDIT CHG DATE: 000000

CASH CREDIT CHG TYPE: CURRENT PRICING STRATEGY: 0512

CURRENT PORTFOLIO: 2000 PHASE INDICATOR: RECOVERY IND:

CASH OPEN LIMIT 700 PER DAY PAYOFF: .4160 ADD-ON RATE FLAG: Y

MERCH CREDIT LIMIT: 840 MERCH AVAILABLE CREDIT: 230

CB REASON 1: ME MAXIMUM LATE CHARGE: 9999.00

CB REASON 2: MF MINIMUM OR FIXED LATE CHARGE: 15.00

CB REASON 3: TS MAXIMUM OVERLIMIT CHARGE: 9999.99

CB REASON 4: BP MINIMUM OR FIXED OVERLIMIT CHARGE: 00.00

PIN XFR FLAG: N MAXIMUM RETURN CHECK CHARGE: 9999.99

MINIMUM OR FIXED RETURN CHECK CHARGE: 25.00 NS BHVR SCORE 5

ANNUAL CHARGE AMOUNT: 00.00 PROFITABILITY INDEX 000 CASH % OF CREDIT LINE 000

MTHS SINCE DEBIT ACTIVE 001 DELQ AMOUNT 0.00 DUAL ACCT ACT 0

CO-BRANDED C-T-D DISCOUNT: 0.00 DELQ SCENARIO ID 0000

CO-BRANDED Y-T-D DISCOUNT: 0.00 MULTRAN CYCLE TO DATE PAYMENTS:

MULTRAN ACCOUNT #: MULTRAN CROSS REFERENCE 1:

MULTRAN BONUS QUALIFIED PURCH: MULTRAN MISC FIELD 8: 00/00/0000

MULTRAN SAVINGS ACCOUNT:

MULTRAN TODAY PAYOFF BALANCE: NNNNNNNNNNNN

CUSTACCT-NOT-FOUND

000

V2BSCUST

File Edit Session Options Transfer View Script Help



@INS ██████████ 508

ACCT ID ██████████ 508 GORDON, JENNIFER L

CREDIT LIFE INSURANCE

ACTIVE

ACTION	CODE	DATE	STATE	STAT	STAT	CYC/DAY	REASON	CANCEL DATE	REINSTAT DATE	MARKET TRACKING
LAST STMT		PREV STMT		LAST CLAIM		LAST CHANGE		LAST BILLED		
	PREM	WAIVED		PREM	WAIVED	DATE		DATE		DATE
-	AE	100927	PA	F	00 00	000000	000000	150421	000000	004 150421
-		8.25			7.12					
-				-	-					
-				-	-					
-				-	-					
-				-	-					
-				-	-					
-				-	-					
-				-	-					

ACTIONS: F-ADD R-REINSTATE P-PEND CLAIM A-ACCEPT CLAIM X-CANCEL U-UPDATE
S-EXPAND VIEW 1-5-UP/DOWNSSELL PF8 = INACTIVE INS

EXHIBIT 3

Gordon Monthly Statement October 19, 2010

KOHL'S
expect great thingsManage your account online:
Click on My Kohl's Charge at
www.kohls.com

Account Number [REDACTED] 508

ACCOUNT SUMMARY

Previous Balance	\$	0.00
Payments and Other Credits	-	0.00
Purchases	+	212.62
Fees	+	3.40
Interest Charges	+	0.00
New Balance	\$	216.02

Opening/Closing Date 09/27/2010 - 10/19/2010
 Days in Billing Cycle 22
 Total Credit Line \$300
 Available Credit \$83

Questions?

Click on My Kohl's Charge at Kohls.com or
 Call Customer Service 1-800-584-5740
 Sunday 10:00 AM to 11:00 PM (EST)
 Monday-Saturday 8:00 AM to 11:00 PM (EST)
 Automated service is available 24 hours.

PAYMENT INFORMATION

New Balance	\$	216.02
Payment Due Date		11/17/2010
Minimum Payment Due		6.00
To Avoid Interest Charge Pay	\$	216.02

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 and your APR may be increased up to the Penalty APR of 24.9%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay only the minimum payment	You will pay off the balance shown on this statement in about	And you will end up paying an estimated total of
\$8.24	8 years	\$368.77
	3 years	\$298.84 (Savings = \$92.13)

If you would like information about credit counseling services, call 1-877-489-9467.

ACCOUNT ACTIVITY

Transaction Date	Transaction Description	Amount
Purchases		
09/27	PURCHASE AT CENTER SQUARE STORE	\$16.99
10/03	PURCHASE AT CENTER SQUARE STORE	\$118.38
10/16	PURCHASE AT ANDORRA STORE	\$79.27
Fees		
10/19	ACCOUNT EASE PREMIUM	\$3.40
TOTAL FEES FOR THIS PERIOD		\$3.40

2010 Totals Year-To-Date	
Total fees charged in 2010	\$3.40
Total interest charged in 2010	\$0.00

INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charges
Purchases	21.90%(V)	\$89.52	\$0.00
(V) = Variable Rate			

KOHL'S MVC SUMMARY

Current Kohl's Purchases \$212.62

Spend \$600 or more on your Kohl's charge from February 2011-January 2012 to qualify for exclusive MVC privileges through February 2013.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION



Name or Address Change?
 Would you like to receive e-mail sales notification?
 Check box and write information on reverse side.



Kohl's Payment Center
 PO BOX 2983
 Milwaukee WI 53201-2983

Account Number	[REDACTED] 508
Due Date	Nov 17, 2010
New Balance	\$216.02
Minimum Due	\$6.00

Mail this portion with your payment.

Amount Paid



NOTE: Do not mail cash or gift cards.
 Please make check payable to Kohl's in US Dollars

JENNIFER L GORDON
 46 BROOKSIDE CT
 HORSHAM PA
 19044-0000

00000000 [REDACTED] 50852 0000600 0021602 4

EXHIBIT 4

In-Store Application and August 2006 Cardholder Agreement – Tantlinger

You MUST have a state issued picture ID and a current charge card to apply.

I/we have read and agree to the terms stated under the authorization at the bottom of this form. The creditor may verify my information, check my/our credit history and secure follow-up credit reports on me/us.		
First Name (please print)	M.I.	Last Name
Signature		
Co-Applicant First Name (please print)	M.I.	Co-Applicant Last Name
Co-Applicant's Signature		
Provide your e-mail address and receive: • Details on how to save 10% on your first Kohls.com order • Receive e-mail notifications of our biggest sales		
E-Mail Address (optional)		
Wisconsin State Law: Wisconsin law provides that no agreement, court order or individual statement applying to marital property will affect a creditor's interest unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, court order or statement, or has actual knowledge of the adverse provision. We are required to ask married Wisconsin applicants who are applying for an individual account to provide the name and address of their spouse: Spouse's Name: Address:		

Please see important information about rates, fees and other costs located on the reverse side of this form.

Enroll in Kohl's Account Ease[™] (KAE) plan and get help with your Account when you need it most.

Kohl's Account Ease (KAE) plan cancels your account balance (up to \$10,000) in the event you or a covered person:

Loses their job, dies, becomes disabled or hospitalized.

Kohl's Account Ease (KAE) plan is an optional feature on this Account. My decision to purchase the Plan is not a factor in the bank's credit decision. The monthly fee is \$1.60 per \$100 of my ending monthly statement balance. I have read and understand the Kohl's Account Ease Benefit Summary and Disclosure, which is located below. I have 30 days to cancel and receive a refund of any Plan fees paid. I may cancel at any time. I will record my enrollment on the keypad.

8/06

Kohl's Account Ease Benefit Summary and Disclosure

Kohl's Account Ease (KAE) plan is an optional amendment to your Cardmember Agreement under which we may cancel the balance on your Account up to a maximum of \$10,000. The Plan* works when you, your Spouse or Domestic Partner, an Authorized User of your Account, or a Higher Wage Earner in your Household experience a qualifying:

- Involuntary Unemployment
- Disability
- Hospitalization
- Loss of Life

COST OF THE PLAN

The cost is \$1.60 per \$100 (including fractional amounts) of your ending monthly statement balance and will be conveniently billed to your credit card. When you do not have a balance there is no charge.

30-DAY MONEY-BACK GUARANTEE

After you enroll, you will receive an Amendment to the Cardmember Agreement with complete details about the Plan. If you are not completely satisfied, you will have 30 days to cancel and receive a full refund of any Plan fees paid. Of course, you may cancel at any time. We will cancel your enrollment if we close your Account for any reason or if the Plan is discontinued. Please read your Amendment to the Cardmember Agreement carefully. There are eligibility requirements, conditions, and exclusions that could prevent you from receiving benefits under the Plan; a complete explanation can be found in Sections 2-7 of the Amendment.

*The sum total of Cancellation Benefits applied to your Account under all features of Kohl's Account Ease will not exceed \$10,000 in the aggregate. You must be enrolled in the Plan as of the Qualifying Event Date. Benefits are based on the account balance as of the date of the Qualifying Event, and charges made on or after a Qualifying Event Date are not covered by the Plan. You must continue to pay the Minimum Monthly Payment Due. To qualify for the Involuntary Unemployment benefit, unemployment must continue for 90 days and prior employment is required; Hospitalization must continue for 7 consecutive days; Disability must continue for 90 consecutive days. This product is not required to obtain credit and your decision to purchase this product is not a factor in the bank's credit decision.

KOHL'S CARDMEMBER AGREEMENT

This agreement ("Agreement") governs your Kohl's credit card Account ("Account") with us. Please keep this Agreement for your records. You agree with us that the following terms apply to your Account.

1. **Definitions and Card Usage:** In this Agreement, the words "you", "your", and "cardmember" refer to each person who applies for the Account and each person who agrees to be liable on the Account. The words "we," "us," and "our" refer to Chase Bank USA, National Association with offices in Wilmington, DE 19801, the creditor and issuer of the Account and any other person to whom this Agreement and/or the Account may be assigned. "Kohl's" means Kohl's Department Stores, Inc., N56 W17000 Ridgewood Dr., Menomonee Falls, Wisconsin 53151. Kohl's is servicing your account on our behalf and is also referred to alone or together with others as an agent. The word "card" means the card issued to you under this Agreement that may be used to make purchases at Kohl's. You agree that all purchases made using the Account shall be only for personal, family, or household purposes.

2. **Promise to Pay and Authorized Users:** In return for extending credit to you on this Account from time to time, you agree to pay us at the address shown on your monthly billing statement ("Statement") for all goods and services you charge to this Account, plus any Finance Charge and other charges set forth below, according to the terms of this Agreement. If more than one person has applied for or is liable on this Account, each of you will be responsible for paying all charges incurred by either of you or any other person who is permitted to use this Account. If you allow someone to use this Account, that person will be an authorized user. You should think carefully before letting anyone become an authorized user because you are allowing that person to use the Account as you can. You will remain responsible for your Account and each card issued on your Account. This includes your responsibility for paying all charges on your Account made by an authorized user.

3. **When Effective:** Your signature, including any electronic signature, on the application for this Account or on any sales receipt, or your use of this Account, is your consent to the terms of this Agreement with us and your acknowledgement of delivery of a copy of this Agreement to you. New Account applicants should read this entire Agreement, before you sign the Application. Existing cardmembers who have received this Agreement in connection with a change in terms notice, should read this Agreement carefully before using their cards as use of the card after the effective date of this Agreement will constitute acceptance of this Agreement even if you have previously notified us in writing that you have rejected the change in terms. The information you provide or have previously provided on the application that identifies you constitutes a part of this Agreement and is incorporated in it by reference. For new Account applicants, this Agreement will not be effective until we approve your application, and then, after that, only if you or someone authorized by you charges a purchase to this Account. Also, until you or someone authorized by you use this Account, you will not be responsible for any use of the Kohl's credit card after its loss or theft.

4. **Billing Period, Grace Period, Minimum Finance Charge, APR, and Interest Free Option:** In order to manage your Account, we divide time into periods called billing periods. Each billing period is approximately one month in length. For each calendar month your Account will have a billing period ending in that month. Your account will have a billing period ending in each calendar month whether or not there is a billing statement for that billing period.

No Finance Charge will be imposed in any billing period (a) in which there is no balance at the beginning of the billing period or a credit balance (the "Previous Balance" shown on your Statement), or (b) in which payments received and credits issued by the due date shown on your Statement, equal or exceed the balance at the beginning of the billing period. If we do not receive the full amount due the "New Balance" shown on your Statement) by the due date shown on your billing statement, we will impose a Finance Charge determined by applying a monthly periodic rate of 1.825% (ANNUAL PERCENTAGE RATE 21.9%) to the Average Daily Balance.

A minimum FINANCE CHARGE of \$.50 will be imposed in any billing period in which the FINANCE CHARGE resulting from application of the above-stated monthly periodic rate is less than \$.50.

"Interest Free" (no Finance Charge) Option: If you reside in AR, CO, CT, DC, DE, MD, NJ, NY, PA, TN, VA, or WI you will have the option of avoiding a Finance Charge in any billing period if you pay one-third of the new balance as set forth on your Statement, but not less than \$.50. If your New Balance is \$50 or less, you must pay the entire New Balance to avoid Finance Charges in the following month. If you move from a state where the "Interest Free" option is being provided to a state where this feature is not available, you will no longer be able to exercise this option.

5. **Method of Computing Finance Charge – Average Daily Balance Including New Purchases:** We calculate the Finance Charge on your Account by applying the above-stated monthly periodic rate to the "Average Daily Balance" (including new purchases) of your Account. To get the Average Daily Balance, we take the beginning balance of your Account each day, add any new purchases, subtract any payments or credits, any unpaid Finance Charge, and any unpaid fees including late and returned check fees. This gives us the daily balance. Then, we add up all the daily balances for the billing period and divide by the total by the number of days in the billing period. This gives us the "Average Daily Balance."

6. **Minimum Monthly Payment and Application of Payments:** You agree to pay us at least the minimum monthly payment set forth on your Statement each month. You must pay us in U.S. currency with a single draft or check drawn on a U.S. bank and payable in U.S. dollars, with a negotiable instrument payable in U.S. dollars and that is cleared through the U.S. banking system, or through an electronic payment method that clears through the U.S. banking system. If we decide to accept a payment made in a foreign currency, you authorize us to choose a conversion rate that is acceptable to us to convert your payment into U.S. currency, unless a particular rate is required by law. If your New Balance is less than \$10, the entire New Balance will be due. If your New Balance is greater than \$10, the minimum monthly payment will be 5% (1/20th) of the New Balance rounded down to the nearest dollar amount, but at least \$10 and will include any past due amount.

All payments processed by us will be applied first to any unpaid finance charges, then to any unpaid late fees or returned check charges, then to the outstanding principal. You may at any time pay more than the minimum monthly payment or the New Balance. If you pay more than the minimum monthly payment, but less than the New Balance, you will still be required to pay the minimum monthly

payments due as shown on future Statements.

7. **Disputed Amounts and Legal Notices:** We can accept late payments or partial payments, or items marked "payment in full" or other similar language, or payments with a request to apply the payment in a particular manner, without losing any of our rights under this Agreement, including our right to receive payment in full. No payment shall operate as an accord and satisfaction without our prior written approval. All communications concerning disputed amounts, including any check or other payment instrument sent to us in an amount less than the full amount due that is marked "paid in full," that is tendered with other conditions or limitations, or that is otherwise tendered as full satisfaction of a disputed amount, must be sent to us at the address for billing inquiries shown on the Statement. For important information regarding your right to dispute billing errors under federal law, see the section marked "Notice" that accompanies your copy of this Agreement. All notices relating to legal actions, including bankruptcy notices, must be sent to us, through our agent, at Kohl's, ATTN: Credit Administrator, P.O. Box 3043, Milwaukee, WI, 53201-3043. Legal notices sent to any other addresses will not satisfy the legal requirement that you provide us with notice.

8. **No Waiver By Us:** We reserve the right to delay or refrain from enforcing any of our rights under this Agreement without losing them. For example, we can extend the time for making certain payments without extending others or we can accept late or partial payments without waiving our right to have future payments made when they are due.

9. **Returned Check Fee:** If any check, instrument, or electronic authorization used to pay the amount you owe under this Agreement is not honored upon first presentment, even if the check, instrument or electronic authorization is later honored, we may charge you a returned check fee of \$25. You agree that we may add this fee to the outstanding balance on your Account.

10. **Late Fee:** If your minimum monthly payment is not received by us on the due date shown on your Statement, we may impose a late payment fee of \$25 if your balance is \$15 or greater. We will add any late payment fee to the balance due on your Account.

11. **Security Interest, Default/Collection Costs:** To the extent permitted by applicable law, you grant us, and we shall retain a purchase money security interest under the Uniform Commercial Code in each item of merchandise purchase at a Kohl's store or otherwise from Kohl's on your Account to secure the repayment in full of all amounts owed to us in connection with the purchase of that item. In the event that you default under this Agreement, we shall have all of the rights of a secured party under applicable law, including to the extent permitted by applicable law, the rights to repossess items of merchandise that remain subject to our security interest. For the sole purpose of determining at any time what items remain subject to the security interest, payments on your Account will be deemed to be applied as follows: first to Finance Charges, late and returned check fees, then to insurance or debt cancellation charges, if applicable, then to purchases subject to the interest free option and then to all other purchases. It is expressly agreed that no security interest or lien will be acquired or retained by us in your principal dwelling, except to the extent that a lien may be created, obtained or granted as a result of a court order or judgment.

You will be in default if you fail to pay any minimum monthly payment when it is due, or if you breach any other promise or obligation under this Agreement, if you become incapacitated or die, or if you file for bankruptcy. Subject to applicable law, we may also consider you to be in default under this Agreement at any time if any statement made by you to us in connection with this Account or any other credit program with us was false or misleading; if we receive information indicating that you are bankrupt; intend to file bankruptcy, or are unable to pay your debts as they become due; or we receive information leading us to conclude that you are no longer credit worthy. In evaluating your creditworthiness, you agree that we may rely on information contained in consumer reports, and in our discretion we may consider the amount of debt you are carrying compared to your resources or any other of your credit characteristics, regardless of your performance on this Account. In the event of default, subject to any right you may have under applicable law, we may demand that you pay the entire unpaid balance due. If the Account is referred to an attorney, you agree to pay our reasonable attorney's fees, but only to the extent and in the amount permitted by applicable law, and court costs will also be recovered where permitted by applicable law.

12. **Your Credit Limit and Canceling or Limiting Your Credit:** Your credit limit appears on your billing statement. You are responsible for keeping track of your Account balance including any fees and Finance Charges and making sure it remains below your credit limit. We may but are not required to authorize charges that go over your credit limit. You must pay any amount over your credit limit and you must pay us immediately if we ask you to do so.

Agreement applies to any balance over your credit limit. We have the right at any time to limit or terminate the use of your Account without giving you notice in advance. We may increase or decrease your credit limit from time-to-time as we deem appropriate. You may end this Agreement for any reason but, if you do, you agree to pay the total balance due under the current terms of your Account.

13. **Credit Cards:** All cards we issue remain our property and, if requested, you agree to return to us any card issued to you. You agree to notify us promptly if any card we issue to you is lost or stolen. You may be liable for the unauthorized use of the card. You will not be liable for unauthorized use that occurs after you notify us through our agent, Kohl's, ATTN: Credit Administrator, P.O. Box 3120, Milwaukee, WI 53201-3120 (or 1-800-564-5740), orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00.

14. **Additional Cards and Revoking an Authorized User's Card:** You may request additional cards on your Account for yourself or authorized users. However, if you do you will be liable for all charges incurred by these persons in accordance with this Agreement. You agree to notify us immediately if you revoke permission to use the Account for any person you previously authorized to use your Account. In that case, we may close the Account and issue a new card or cards with a different Account number. An authorized user is not liable for charges incurred by you or by other authorized users. You authorize us to provide Account information to authorized users and to discuss the Account with them. You agree to notify each authorized user, at the time he or she becomes an authorized user, that we may receive, record, exchange and use information about him or her in the same

manner we do with information about you as described in this Agreement.

15. **Change in this Agreement:** We may add or delete a term or change any term of this Agreement, including the rate of Finance Charge, by furnishing you notice of the change in the manner required by applicable law. To the extent permitted by applicable law, any new terms may at our option be applied to any balance existing on the Account at the time of the change, as well as to any subsequent transactions.

16. **Credit Investigation:** You authorize us to investigate your credit history by obtaining credit reports in connection with your application for this Account and subsequently in connection with a purchase, a review of your Account, or efforts to collect any amount due on your Account. Upon your request we will tell you whether or not a credit report was requested and the name and address of any consumer credit reporting agency that furnished the report. You authorize us to make direct inquiries of businesses where you have accounts, where you work, and financial institutions where you bank. You also authorize us to report your performance under this Agreement to credit bureaus and others who may properly receive such information.

17. **Telephone Monitoring and Recording:** In order to assure that you receive the best possible customer service, and that our employees and agents are complying with our policies and all applicable laws in their contacts with you, on occasion, we or our agents may record your call or we may have a second employee listening to customer calls. You consent to the recording and monitoring of calls and further authorize us or our agents to contact you by telephone for any lawful purpose including the offering of products or services that Kohl's or we believe may be of interest to you.

18. **Change of Address:** You agree to notify us promptly if you move. Until we receive notice of your new address, we will continue to send monthly statements and other notices to the address we have on file for this Account. If more than one person is responsible for this Account, we can send billing statements and notices to any one of you. Notice to one of you will be considered notice to all of you and all of you will remain obligated on the Account. If you change your name, address, or home or business telephone number or email address (if you elect to receive billing statements or other notices on line), you must notify us promptly in writing at the address shown on the back of your billing statement. We may, at our option, accept mailing address corrections from the United States Postal Service.

19. **The Privacy Policy that Applies to this Account:** Kohl's and we collect nonpublic personal information about you as described in our privacy policy.

for this Account. We will only use it in accordance with the privacy policy, which has been provided to you for this Account or, for new applicants, will be provided to you promptly after approval. Kohl's may disclose your name and address to companies that perform mailing services for it in order to offer extra value when shopping at Kohl's (e.g. a mailing to you offering an extra 15% off your Kohl's Charge purchases during a sale event, etc.). Kohl's and we maintain physical, electronic, and procedural safeguards that comply with applicable law to guard your nonpublic personal information.

20. **Established Business Relationship:** You further agree that you have an established business relationship with us and with Kohl's and that we both may contact you from time to time regarding your account and products and services that we or Kohl's believes may be of interest to you. You agree that all such contacts are not unsolicited and may be monitored to assure quality service.

21. **Arbitration for Disputes; No Jury Trials or Class Actions:** This paragraph describes how all Claims (as defined in A. below) will be arbitrated instead of litigated in court.

A. "Claim" means all claims, disputes, and controversies between you and us arising from or relating to (1) this Agreement (including but not limited to the validity, scope, and enforceability of this paragraph 20), your Account, or any balance on your Account and (2) any prior agreement you may have had with us or Kohl's relating to your Account or any balance on your Account. The word Claim will be given the broadest possible meaning. For example, and without limitation, Claim includes all claims, based on contract, tort, fraud, and other intentional torts, statute, common law, and equity, and including counterclaims, cross claims, and third party claims arising from or relating to (i) advertisements and promotions about your Account or Accounts generally, goods or services financed under your Account, and the terms of financing, (ii) the Application for your Account, (iii) the terms of and the disclosures given in connection with the opening and administration of your Account and this Agreement, and (iv) the monthly statements for your Account. This paragraph 20 will not apply to Claims made in lawsuits filed before we delivered this Agreement to you. However, this paragraph 20 will apply to all other Claims, even if the facts and circumstances giving rise to the Claim existed before we or Kohl's delivered this Agreement to you.

B. You or we have the right to require that each Claim be resolved by arbitration. In this Section 21, we means Chase Bank USA, N.A., Kohl's Department Stores, Inc. and their respective parents, affiliates, successors, and assigns. A Claim will be arbitrated if (a) both we and you or (b) only one or the other of you, or we exercise the right to require that the Claim be arbitrated. If, for example, we exercise our right to require that a Claim be resolved by arbitration but you do not also exercise your right to require that the Claim be arbitrated, the Claim will be resolved by arbitration. If neither you nor we request arbitration, the Claim will not be resolved by arbitration and instead will be litigated in court. All arbitrations will be pursuant to this paragraph 1 and will be conducted by either the American Arbitration Association ("AAA") 333 Madison Avenue 10th Floor, New York, New York 10017-4605 using Commercial Arbitration Rules (the "Rules") in effect at the time the Claim is made or the National Arbitration Forum ("NAF") P.O. Box 50191, Minneapolis, MN 55405. We will substitute another nationally recognized arbitration organization using procedures similar to the Rules if AAA or NAF does not serve as arbitrator. For the Rules currently in effect, call AAA (800-925-0155) or visit its website <http://www.adr.org> or NAF (800-474-2371) <http://www.arbitration-forum.com>.

C. If we or you request arbitration of a Claim, we and you will not have the right to litigate the Claim in court. This means (1) there will be no jury trial on the claim, (2) there will be no pre-arbitration discovery except as the Rules permit, (3) no Claim may be arbitrated on a class-action basis, and neither we nor you will have the right to participate as a representative or member of any class of claimants pertaining to any Claim subject to arbitration or act as a private attorney general in court or in arbitration. Generally, the arbitrator's decision will be final and binding. There are other rights that you would have if you went to court that also may not be available in

arbitration.
D. Claims by or against you may not be joined or consolidated in the arbitration with Claims by or against another person. Arbitration hearings for Claims by or against you will take place in the federal judicial district in which you reside. We will reimburse you for the initial arbitration filing fee paid by you up to the amount of \$500 upon receipt of proof of payment. Additionally, if there is a hearing we will pay any fees of the arbitrator and the arbitrator administrator for the first two days of that hearing. The payment of any such hearing fees will be made by us to the arbitration administrator selected by you or us pursuant to the arbitration agreement. All other fees will be allocated in accordance with the rules of the arbitration administrator and applicable law. We will advance or reimburse filing fees if the arbitration administrator determines there is good reason for requiring us to do so or you ask us and we determine there is good cause to do so. Each party will bear the expense of the fees and costs of that party's attorneys, experts, witnesses, documents, and other expenses regardless of which party prevails in the arbitration and any appeal, except that the arbitrator shall apply any applicable law in determining whether a party should recover any and all fees from another party.

E. This paragraph 21 will be governed by the Federal Arbitration Act ("FAA"). The arbitrator will apply substantive law consistent with FAA and statutes of limitations and will honor all valid privilege claims. If the Rules and this paragraph conflict, this paragraph will govern. Judgment upon the arbitrator's award may be entered in any court with jurisdiction. The arbitrator's decision will be final and binding, except (1) for any appeal right under FAA or (2) if the arbitrator's award is more than \$100,000, you or we may appeal it to a three-arbitrator AAA panel, which will decide the appeal by majority vote. The appealing party will pay the appeal costs.

22. GOVERNING LAW, THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO

THE EXTENT STATE LAW APPLIES, THE LAW OF DELAWARE, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF DELAWARE, WHERE YOUR ACCOUNT AND WE ARE LOCATED, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT.

23. **Assignment.** We may assign your Account, any amounts you owe us, or any of our rights and obligations under this Agreement to a third party. The person to whom we make the assignment will be entitled to any of our rights that we assign to that person. You may not assign this Account.

24. **Enforcing this Agreement.** We can delay enforcing or not enforce any of our rights under this Agreement without losing our right to enforce them in the future. If any of the terms of this Agreement are found to be unenforceable, all other terms will remain in full force.

NOTICE: See below for important notice required by federal law.

Your billing rights. Keep this notice for future use. This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. Notify us in case of errors or questions about your bill: If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper and mail it to the address identified on your monthly statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information: (1) your name and account number, (2) The dollar amount of the suspected error, (3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about. Your rights and our responsibilities after we receive your written notice: We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we

believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct. Special rule for credit card purchases: If you have a problem with the quality of property or services that you purchase with a credit card, and you have tried in good faith to correct the problem with us, you may have the right not to pay the remaining amount due on the property or services.

For a current copy of these terms, please – contact Chase Bank USA, N. A. by writing our servicer: Kohl's, Attn: Credit Administrator, P.O. Box 3120, Milwaukee, WI 53201-3120.

Current as of April 21, 2006

Authorization: When you apply for a Kohl's credit card from Chase Bank USA, N.A. ("Chase", "we", or "us"), you agree to the following:

1. You authorize us to obtain credit bureau reports in connection with your request for an account. If an account is opened, we may obtain credit bureau reports in connection with extensions of credit or the review or collection of your account. If you ask, we will tell you the name and address of each credit bureau from which we obtained a report about you.
2. If an account is opened, you will receive a Cardmember Agreement with your card(s). By using the account or any card, or authorizing their use, you agree to the terms of the Cardmember Agreement. If you open your account in a Kohl's store you acknowledge receipt of this disclosure and a copy of the Cardmember Agreement before your first purchase.
3. Claims and disputes are subject to arbitration.
4. As described in the Cardmember Agreement, we reserve the right to change the terms of your account (including the APRs) at any time, for any reason.
5. We will review your credit history to determine if you qualify for an account and, if so, your credit line. Based on this review, you may not receive a card.
6. You must be at least 18 years old to qualify (19 in AL and NE).

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all customers, and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

Notice to Married Wisconsin Residents: No provision of any marital property agreement, unilateral statement or court decree adversely affects our rights, unless you give us a copy of such agreement, statement or court order before we grant you credit, or we have actual knowledge of the adverse obligation. All obligations on this account will be incurred in the interest of your marriage or family. You understand that we may be required to give notice of this account to your spouse. **Married Wisconsin residents must furnish their (the applicant's) name and social security number as well as the name and address of their spouse to Kohl's, PO Box 3120, Milwaukee, WI 53201.**

Omission of any information requested on the application may be reason for denial of an account. The information about the costs of the card described in this form is accurate as of April 21, 2006. This information may have changed after that date. To find out what may have changed, write to Kohl's, PO Box 3120, Milwaukee, WI 53201.

We comply with Section 326 of the USA PATRIOT Act. This law mandates that we verify certain information about you while processing your account application.

IMPORTANT RATE, FEE AND OTHER COST INFORMATION

Annual Percentage Rate for Purchases	21.9% fixed
Grace Period for Repayment of Purchases	Between 28 and 31 days
Method of Computing the Balance for Purchases	Average Daily Balance (including new purchases)
Annual Fee	None
Minimum Finance Charge	\$.50
Late Fee	\$25.00 if the balance is \$15.00 or greater

Returned Check Fee \$25.00

EXHIBIT 5

Kohl's Account Screenshots - Tantlinger

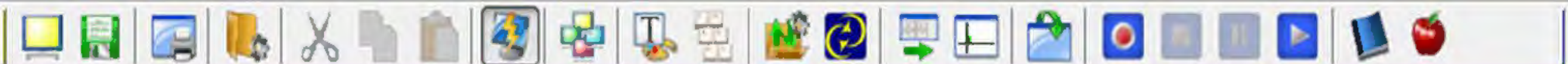
File Edit Session Options Transfer View Script Help



BS9 [REDACTED] 762

9368 2000 3000 [REDACTED] 1762 05/18/15 12:51
TANTLINGER, VALERIE L HOME PHONE [REDACTED] 7828 WORK PHONE
SECONDARY SSN#: 000-00-0000 FULL OPEN DATE: 03-09-07
CASH CREDIT PCT: 000 CASH CREDIT CHG DATE: 000000
CASH CREDIT CHG TYPE: CURRENT PRICING STRATEGY: 0512
CURRENT PORTFOLIO: 1001 PHASE INDICATOR: RECOVERY IND:
CASH OPEN LIMIT 1500 PER DAY PAYOFF: .8217 ADD-ON RATE FLAG: Y
MERCH CREDIT LIMIT: 1650 MERCH AVAILABLE CREDIT: 299
CB REASON 1: 52 MAXIMUM LATE CHARGE: 00.00
CB REASON 2: RL MINIMUM OR FIXED LATE CHARGE: 35.00
CB REASON 3: BP MAXIMUM OVERLIMIT CHARGE: 9999.99
CB REASON 4: RT MINIMUM OR FIXED OVERLIMIT CHARGE: 00.00
PIN XFR FLAG: N MAXIMUM RETURN CHECK CHARGE: 9999.99
MINIMUM OR FIXED RETURN CHECK CHARGE: 25.00 NS BHVR SCORE 5
ANNUAL CHARGE AMOUNT: 00.00 PROFITABILITY INDEX 000 CASH % OF CREDIT LINE 000
MTHS SINCE DEBIT ACTIVE 003 DELQ AMOUNT 0.00 DUAL ACCT ACT 0
CO-BRANDED C-T-D DISCOUNT: 0.00 DELQ SCENARIO ID 0000
CO-BRANDED Y-T-D DISCOUNT: 0.00 MULTRAN CYCLE TO DATE PAYMENTS:
MULTRAN ACCOUNT #: MULTRAN CROSS REFERENCE 1:
MULTRAN BONUS QUALIFIED PURCH: MULTRAN MISC FIELD 8: 00/00/0000
MULTRAN SAVINGS ACCOUNT:
MULTRAN TODAY PAYOFF BALANCE: NNNNNNNNNNNN
CUSTACCT-NOT-FOUND 000 V2BSCUST

File Edit Session Options Transfer View Script Help



@INS [REDACTED] 762

ACCT ID [REDACTED] 762 TANTLINGER, VALERIE L

CREDIT LIFE INSURANCE

INACTIVE

ACTION	CODE	DATE	STATE	INS STAT	CLAIM STAT	FREE CYC/DAY	CANCEL REASON	CANCEL DATE	REINSTAT DATE	MARKET TRACKING
LAST STMT		PREV STMT		LAST CLAIM		LAST CHANGE		LAST BILLED		
	PREM	WAIVED		PREM	WAIVED	DATE		DATE	DATE	
-	AE	070310	PA	Z	00 00	C	130628	000000	004	
	18.05			17.93		000000	130812		130611	
-	-	-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	-	-	

ACTIONS: F-ADD R-REINSTATE P-PEND CLAIM A-ACCEPT CLAIM X-CANCEL U-UPDATE
S-EXPAND VIEW PF7 = ACTIVE INS

EXHIBIT 6

**Tantlinger Monthly Statement
May 11, 2012**

KOHL'S
 expect great things®

 Manage your account online:
 Click on My Kohl's Charge at
www.kohls.com

Account Number [REDACTED]-762

ACCOUNT SUMMARY

Previous Balance	\$	0.00
Payments and Other Credits	-	0.00
Purchases	+	540.39
Fees	+	8.64
Interest Charges	+	0.00
New Balance	\$	549.03

Opening/Closing Date	11/06/2008 - 05/11/2012
Days in Billing Cycle	30
Total Credit Line	\$1,500
Available Credit	\$950

Questions?

Click on My Kohl's Charge at Kohls.com or
 Call Customer Service 1-800-544-5740
 Sunday 10:00 AM to 11:00 PM (EST)
 Monday-Saturday 8:00 AM to 11:00 PM (EST)
 Automated service is available 24 hours.

PAYMENT INFORMATION

New Balance	\$	549.03
Payment Due Date		06/07/2012
Minimum Payment Due		25.00
To Avoid Interest Charge Pay	\$	183.00

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 and your APR may be increased up to the Penalty APR of 24.9%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay only the minimum payment	You will pay off the balance shown on this statement in about	And you will end up paying an estimated total of
	2 years	\$708.00

If you would like information about credit counseling services, call 1-877-499-9467.

ACCOUNT ACTIVITY

Transaction Date	Transaction Description	Amount
Purchases		
04/28	PURCHASE AT NORTH HUNTINGDON STORE	\$380.94
04/29	PURCHASE AT NORTH HUNTINGDON STORE	\$139.08
05/07	PURCHASE AT NORTH HUNTINGDON STORE	\$20.37
Fees		
05/11	ACCOUNT EASE PREMIUM	\$8.64
TOTAL FEES FOR THIS PERIOD		\$8.64

2012 Totals Year-To-Date

Total fees charged in 2012	\$8.64
Total interest charged in 2012	\$0.00

INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charges
Purchases	21.90%(V)	\$0.00	\$0.00

(V) = Variable Rate

KOHL'S MVC SUMMARY

Current Kohl's Purchases \$540.39

YOU HAVE ALMOST QUALIFIED FOR MVC!
 Enjoy MVC benefits by spending \$600 in annual Kohl's Charge purchases and you will qualify for MVC privileges through February 2014. Your current Kohl's purchases are \$540.39.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION



Name or Address Change?
 Would you like to receive e-mail sales notification?
 Check box and write information on reverse side.



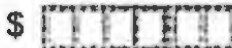
Kohl's Payment Center
 PO BOX 2983
 Milwaukee WI 53201-2983

Account Number	[REDACTED]-762
Due Date	Jun 7, 2012
New Balance	\$549.03
Minimum Due	\$25.00

Mail this portion with your payment.

4 5 8

Amount Paid



NOTE: Do not mail cash or gift cards.
 Please make check payable to Kohl's in US Dollars

VALERIE L TANTLINGER
 438 PERRY AVE
 GREENSBURG PA 15601-4419

EXHIBIT 7

In-Store Application and August 2008 Cardholder Agreement – Underwood



Store #	Associate #	Date
<div></div>	<div></div>	<div></div>

You MUST have a state issued picture ID and a current credit or debit card to apply.

I/we have read and agree to the terms stated under the authorization at the bottom of this form. The creditor may verify my information, check my/our credit history and secure follow-up credit reports on me/us. I/we agree that use of the account constitutes my/our agreement with the terms and conditions of the Cardmember Agreement which I/we will receive when my/our Credit Application is processed.

First Name (please print)*	M.I.	Last Name*
<div></div>	<div></div>	<div></div>

Signature

*Required field

Initials	Yes. My initials in the box indicate I want to purchase the optional Kohl's Account Ease™ plan at a cost of \$1.60 per \$100 of my ending monthly statement balance. I have read the KAE Benefit Summary/Disclosure, located below. I understand my decision to purchase the Plan is not a factor in the bank's credit decision. I understand I may cancel at any time, and if I cancel within the first 30 days I will receive a full refund of any Plan fees paid. I must click "yes" on the keypad to complete my purchase.
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Co-Applicant First Name (please print)	M.I.	Co-Applicant Last Name
<div></div>	<div></div>	<div></div>

Co-Applicant Address (no P.O. boxes)	<input type="checkbox"/> (check if same as other applicant)	Co-Applicant Date of Birth
<div></div>		<div></div>

Co-Applicant City	State	Zip
<div></div>	<div></div>	<div></div>

Co-Applicant Social Security Number	Co-Applicant's Signature
<div></div>	<div></div>

Provide your e-mail address and receive:

- Details on how to save 10% on your first Kohls.com order
- Receive e-mail notifications of our biggest sales

E-Mail Address (optional)

Please see important information about rates, fees and other costs located on the reverse side of this form.

Purchase the optional Kohl's Account Ease™ (KAE) and get help with your Account when you need it most.

If you want to purchase optional Kohl's Account Ease™ (KAE) at a cost of \$1.60 per \$100 of your ending monthly statement balance, read the following KAE Benefit Summary/Disclosure and then initial above.

PA-708

KAE Benefit Summary/Disclosure

Kohl's Account Ease™ (KAE) is an optional amendment to your Cardmember Agreement under which we may cancel the balance on your Account up to a maximum of \$10,000. The Plan* works when you, your Spouse or Domestic Partner, an Authorized User of your Account, or a Higher Wage Earner in your Household experience a qualifying:

- Involuntary Unemployment
- Disability
- Hospitalization
- Loss of Life

COST OF THE PLAN

The cost is \$1.60 per \$100 of your ending monthly statement balance and will be conveniently billed to your credit card, each month, unless cancelled. When you do not have a balance there is no charge.

30-DAY MONEY-BACK GUARANTEE

Within two weeks after approval of your credit card application, you will receive an Amendment to the Cardmember Agreement with complete details about the Plan.

If you are not completely satisfied, you will have 30 days to cancel and receive a full refund of any Plan fees paid. Of course, you may cancel at any time. To cancel, call 1-800-470-0554. We may cancel the Plan at any time. Please read your Amendment to the Cardmember Agreement carefully. There are eligibility requirements, conditions, and exclusions that could prevent you from receiving benefits under the Plan; a complete explanation can be found in Sections 2-7 of the Amendment. This Plan is not required to obtain credit and your decision whether or not to purchase the Plan is not a factor in the bank's credit decision, nor will it affect the terms of any existing credit agreement with the bank.

*The sum total of Cancellation Benefits applied to your Account under all features of Kohl's Account Ease™ will not exceed \$10,000 in the aggregate. You must have purchased the Plan as of the Qualifying Event Date. Benefits are based on the account balance as of the date of the Qualifying Event, and charges made on or after a Qualifying Event Date are not covered by the Plan. You must continue to pay the Minimum Monthly Payment Due. To qualify for the Involuntary Unemployment benefit, unemployment must continue for 90 days and prior employment is required; Hospitalization must continue for 7 consecutive days; Disability must continue for 90 consecutive days. Please keep a copy of this Summary/Disclosure for your records.

KOHL'S CARDMEMBER AGREEMENT

This agreement ("Agreement") governs your Kohl's credit card Account ("Account") with us. Please keep this Agreement for your records. You agree with us that the following terms apply to your Account.

1. Definitions and Card Usage: In this Agreement, the words "you", "your", and "cardmember" refer to each person who applies for the Account and each person who agrees to be liable on the Account. The words "we," "us," and "our" refer to Chase Bank USA, National Association with offices in Wilmington, DE 19801, the creditor and issuer of the Account and any other person to whom this Agreement and/or the Account may be assigned. "Kohl's" means Kohl's Department Stores, Inc., N56 W17000 Ridgewood Dr., Menomonee Falls, Wisconsin 53051. Kohl's is servicing your account on our behalf and is also referred to alone or together with others as an agent. The word "card" means the card issued to you under this Agreement that may be used to make purchases at Kohl's. You agree that all purchases made using the Account shall be only for personal, family, or household purposes.

2. Promise to Pay and Authorized Users: In return for extending credit to you on this Account from time to time, you agree to pay us at the address shown on your monthly billing statement ("Statement") for all goods and services you charge to this Account, plus any Finance Charge and other charges set forth below, according to the terms of this Agreement. If more than one person has applied for or is liable on this Account, each of you will be responsible for paying all charges incurred by either of you or anyone either of you permit to use this Account. If you allow someone to use this Account, that person will be an authorized user; you should think carefully before letting anyone become an authorized user because you are allowing that person to use the Account as you can. You will remain responsible for your Account and each card issued on your Account. This includes your responsibility for paying all charges on your Account made by an authorized user.

3. When Effective: Your signature, including any electronic signature, on the application for this Account or on any sales receipt, or your use of this Account, is your consent to the terms of this Agreement with us and your acknowledgement of delivery of a copy of this Agreement to you. New Account applicants should read this entire Agreement, before you sign the Application. Existing cardmembers who have received this Agreement in connection with a change in terms notice, should read this Agreement carefully before using their cards as use of the card after the effective date of this Agreement will constitute acceptance of this Agreement even if you have previously notified us in writing that you have rejected the change in terms. The information you provide or have previously provided on the application that identifies you constitutes a part of this Agreement and is incorporated in it for reference. For new Account applicants, this Agreement will not be effective until we approve your application, and then, after that, only if you or someone authorized by you charges a purchase to this Account. Also, until you or someone authorized by you use this Account, you will not be responsible for any use of the Kohl's credit card after its loss or theft.

4. Billing Period, Grace Period, Minimum Finance Charge, APR and Interest Free Option: In order to manage your Account, we divide time into periods called billing periods. Each billing period is approximately one month in length. For each calendar month your Account will have a billing period ending in that month. Your account will have a billing period ending in each calendar month whether or not there is a billing statement for that billing period.

No Finance Charge will be imposed in any billing period (a) in which there is no balance at the beginning of the billing period or a credit balance (the "Previous Balance" shown on your Statement), or (b) in which payments received and credits issued by the due date shown on your Statement, equal or exceed the balance at the beginning of the billing period. If we do not receive the full amount due (the "New Balance" shown on your Statement) by the due date shown on your billing statement, we will impose a Finance Charge determined by applying a monthly periodic rate of 1.825% (ANNUAL PERCENTAGE RATE 21.9%) to the Average Daily Balance.

A minimum FINANCE CHARGE of \$.50 will be imposed in any billing period in which the FINANCE CHARGE resulting from application of the above-stated monthly periodic rate is less than \$.50.

"Interest Free" (no Finance Charge) Option: If you reside in CT, DC, DE, MD, NJ, NY, PA, TN, VA, or WI you will have the option of avoiding a Finance Charge in any billing period if you pay one-third of the new balance as set forth on your Statement, but not less than \$50. If your New Balance is \$50 or less, you must pay the entire New Balance to avoid Finance Charges in the following month. If you move from a state where the "Interest Free" option is being provided to a state where this feature is not available, you will no longer be able to exercise this option.

5. Method of Computing Finance Charge – Average Daily Balance Including New Purchases: We calculate the Finance Charge on your Account by applying the above-stated monthly periodic rate to the "Average Daily Balance" (including new purchases) of your Account. To get the Average Daily Balance, we take the beginning balance of your Account each day, then we add any new purchases, unpaid Finance Charges, fees, other charges and debit adjustments, then subtract any payments, credits or credit adjustments. This gives us the daily balance. Then, we add up all the daily balances for the billing period and divide the total by the number of days in the billing period. This gives us the "Average Daily Balance."

Subject to the Grace Period, we accrue Finance Charges on a purchase, fee or Finance Charge from the date that it is added to your account until payment in full is received. On the first day of each billing period we add to the daily balance the unpaid Finance Charges from the prior billing period (in this way we compound Finance Charges on a monthly basis). Purchases and fees are added to your daily balance as of the transaction date or a later date of our choice.

6. Minimum Monthly Payment and Application of Payments: You agree to pay us at least the minimum monthly payment set forth on your Statement each month. You must pay us in U.S. currency with a single draft or check drawn on a U.S. bank and payable in U.S. dollars, with a negotiable instrument payable in U.S. dollars and that is cleared through the U.S. banking system, or through an electronic payment method that clears through the U.S. banking system. If

we decide to accept a payment made in a foreign currency, you authorize us to choose a conversion rate that is acceptable to us to convert your payment into U.S. currency, unless a particular rate is required by law. If your New Balance is less than \$5, the entire New Balance will be due. Otherwise, it will be the largest of the following: \$.50; 3% of the New Balance rounded up to the nearest dollar amount; or the sum of 1% of the New Balance, total billed periodic rate finance charges, and any billed late fees rounded up to the nearest dollar. As part of the minimum payment due, we also add any amount past due.

You agree that we are authorized to allocate your payments and credits in a way that is most favorable or convenient for us. You may at any time pay more than the minimum monthly payment or the New Balance. If you pay more than the minimum monthly payment, but less than the New Balance, you will still be required to pay the minimum monthly payments due as shown on future Statements.

7. Disputed Amounts and Legal Notices: We can accept late payments or partial payments, or items marked "payment in full" or other similar language, or payments with a request to apply the payment in a particular manner, without losing any of our rights under this Agreement, including our right to receive payment in full. No payment shall operate as an accord and satisfaction without our prior written approval. All communications concerning disputed amounts, including any check or other payment instrument sent to us in an amount less than the full amount due that is marked "paid in full," that is tendered with other conditions or limitations, or that is otherwise tendered as full satisfaction of a disputed amount, must be sent to us at the address for billing inquiries shown on the Statement. For important information regarding your right to dispute billing errors under federal law, see the section marked "Notice" that accompanies your copy of this Agreement. All notices relating to legal actions, including bankruptcy notices, must be sent to us, through our agent, at Kohl's, ATTN: Credit Administrator, P.O. Box 3043, Milwaukee, WI, 53201-3043. Legal notices sent to any other addresses will not satisfy the legal requirement that you provide us with notice.

8. No Waiver By Us: We reserve the right to delay or refrain from enforcing any of our rights under this Agreement without losing them. For example, we can extend the time for making certain payments without extending others or we can accept late or partial payments without waiving our right to have future payments made when they are due.

9. Returned Check Fee: If any check, instrument, or electronic authorization used to pay the amount you owe under this Agreement is not honored upon first presentment, even if the check, instrument or electronic authorization is later honored, we may charge you a returned check fee of \$25. You agree that we may add this fee to the outstanding balance on your Account.

10. Late Fee: If your minimum monthly payment is not received by us on the due date shown on your Statement, we may impose a late payment fee of \$15 if your balance is greater than \$15, but less than \$50.01 and \$29 if your balance is greater than \$50, however, if your balance is \$15 or less you will not be charged a late payment fee. We will add any late payment fee to the balance due on your Account.

11. Security Interest, Default/Collection Costs: To the extent permitted by applicable law, you grant us, and we shall retain a purchase money security interest under the Uniform Commercial Code in each item of merchandise purchase at a Kohl's stores or otherwise from Kohl's on your Account to secure the repayment in full of all amounts owed to us in connection with the purchase of that item. In the event that you default under this Agreement, we shall have all of the rights of a secured party under applicable law, including to the extent permitted by applicable law, the rights to repossess items of merchandise that remain subject to our security interest. For the sole purpose of determining at any time what items remain subject to the security interest, payments on your Account will be deemed to be applied as follows: first to Finance Charges, late and returned check fees, then to Insurance or debt cancellation charges, if applicable, then to purchases subject to the interest free option and then to all other purchases. It is expressly agreed that no security interest or lien will be acquired or retained by us in your principal dwelling, except to the extent that a lien may be created, obtained or granted as a result of a court order or judgment.

You will be in default if you fail to pay any minimum monthly payment when it is due, if you breach any other promise or obligation under this Agreement, if you become incapacitated or die, or if you file for bankruptcy. Subject to applicable law, we may also consider you to be in default under this Agreement at any time if any statement made by you to us in connection with this Account or any other credit program with us was false or misleading; if we receive information indicating that you are bankrupt, intend to file bankruptcy, or are unable to pay your debts as they become due; or we receive information leading us to conclude that you are no longer credit worthy. In evaluating your creditworthiness, you agree that we may rely on information contained in consumer reports, and in our discretion we may consider the amount of debt you are carrying compared to your resources or any other of your credit characteristics, regardless of your performance on this Account. In the event of default, subject to any right you may have under applicable law, we may demand that you pay the entire unpaid balance due. If the Account is referred to an attorney, you agree to pay our reasonable attorney's fees, but only to the extent and in the amount permitted by applicable law, and court costs will also be recovered where permitted by applicable law.

12. Your Credit Limit and Canceling or Limiting Your Credit: Your credit limit appears on your billing statement. You are responsible for keeping track of your Account balance including any fees and Finance Charges and making sure it remains below your credit limit. We may but are not required to authorize charges that go over your credit limit. You must pay any amount over your credit limit and you must pay us immediately if we ask you to do so. This Agreement applies to any balance over your credit limit. We have the right at any time to limit or terminate the use of your Account without giving you notice in advance. We may increase or decrease your credit limit from time-to-time as we deem appropriate. You may end this Agreement for any reason but, if you do, you agree to pay the total balance due under the current terms of your Account.

13. Credit Cards: All cards we issue remain our property and, if requested, you agree to return to us any card issued to you. You agree to notify us

promptly if any card we issue to you is lost or stolen. You may be liable for the unauthorized use of the card. You will not be liable for unauthorized use that occurs after you notify us through our agent, Kohl's, ATTN: Credit Administrator, P.O. Box 3120, Milwaukee, WI 53201-3120 (or 1-800-564-5740), orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00.

14. Additional Cards and Revoking an Authorized User's Card: You may request additional cards on your Account for yourself or authorized users. However, if you do you will be liable for all charges incurred by these persons in accordance with this Agreement. You agree to notify us immediately if you revoke permission to use the Account for any person you previously authorized to use your Account. In that case, we may close the Account and issue a new card or cards with a different Account number. An authorized user is not liable for charges incurred by you or by other authorized users. You authorize us to provide Account information to authorized users and to discuss the Account with them. You agree to notify each authorized user, at the time he or she becomes an authorized user, that we may receive, record, exchange and use information about him or her in the same manner we do with information about you as described in this Agreement.

15. Change in this Agreement: We may add or delete a term or change any term of this Agreement, including the rate of Finance Charge, by furnishing you notice of the change in the manner required by applicable law. To the extent permitted by applicable law, any new terms may at our option be applied to any balance existing on the Account at the time of the change, as well as to any subsequent transactions.

16. Credit Investigation: You authorize us to investigate your credit history by obtaining credit reports in connection with your application for this Account and subsequently in connection with a purchase, a review of your Account, or efforts to collect any amount due on your Account. Upon your request we will tell you whether or not a credit report was requested and the name and address of any consumer credit reporting agency that furnished the report. You authorize us to make direct inquiries of businesses where you have accounts, where you work, and financial institutions where you bank. You also authorize us to report your performance under this Agreement to credit bureaus and others who may properly receive such information.

17. Telephone Monitoring and Recording: In order to assure that you receive the best possible customer service, and that our employees and agents are complying with our policies and all applicable laws in their contacts with you, on occasion, we or our agents may record your call or we may have a second employee listening to customer calls. You consent to the recording and monitoring of calls and further authorize us or our agents to contact you by telephone for any lawful purpose including the offering of products or services that Kohl's or we believe may be of interest to you.

18. Change of Address: You agree to notify us promptly if you move. Until we receive notice of your new address, we will continue to send monthly statements and other notices to the address we have on file for this Account. If more than one person is responsible for this Account, we can send billing statements and notices to any one of you. Notice to one of you will be considered notice to all of you and all of you will remain obligated on the Account. If you change your name, address, or home or business telephone number or email address (if you elect to receive billing statements or other notices on line), you must notify us promptly in writing at the address shown on the back of your billing statement. We may, at our option, accept mailing address corrections from the United States Postal Service.

19. The Privacy Policy that Applies to this Account: Kohl's and we collect nonpublic personal information about you as described in our privacy policy for this Account. We will only use it in accordance with the privacy policy, which has been provided to you for this Account or, for new applicants, will be provided to you promptly after approval. Kohl's may disclose your name and address to companies that perform mailing services for it in order to offer extra value when shopping at Kohl's (e.g. a mailing to you offering an extra 15% off your Kohl's Charge purchases during a sale event, etc.). Kohl's and we maintain physical, electronic, and procedural safeguards that comply with applicable law to guard your nonpublic personal information.

20. Established Business Relationship: You further agree that you have an established business relationship with us and with Kohl's and that we both may contact you from time to time regarding your account and products and services that we or Kohl's believes may be of interest to you. You agree that all such contacts are not unsolicited and may be monitored to assure quality service.

21. Arbitration for Disputes: No Jury Trials or Class Actions: This section describes how all Claims (as defined in A. below) will be arbitrated instead of litigated in court.

A. "Claim" means all claims, disputes, and controversies between you and us arising from or relating to (1) this Agreement (including but not limited to the validity, scope, and enforceability of this Section 21), your Account, or any balance on your Account and (2) any prior agreement you may have had with us or Kohl's relating to your Account or any balance on your Account. The word Claim will be given the broadest possible meaning. For example, and without limitation, Claim includes all claims, based on contract, tort, fraud, and other intentional torts, statute, common law, and equity, and including counterclaims, cross claims, and third party claims arising from or relating to (i) advertisements and promotions about your Account or Accounts generally, goods or services financed under your Account, and the terms of financing, (ii) the Application for your Account, (iii) the terms of and the disclosures given in connection with the opening and administration of your Account and this Agreement, and (iv) the monthly statements for your Account. This Section 21 will not apply to Claims made in lawsuits filed before we delivered this Agreement to you. However, this Section 21 will apply to all other Claims, even if the facts and circumstances giving rise to the Claim existed before we or Kohl's delivered this Agreement to you.

B. You or we have the right to require that each Claim be resolved by arbitration.

In this Section 21, we means Chase Bank USA, N.A., Kohl's Department Stores, Inc. and their respective parents, affiliates, successors, and assigns. A Claim will be arbitrated if (a) both we and you or (b) only one or the other of you, or we exercise the right to require that the Claim be arbitrated. If, for example, we exercise our right to require that a Claim be resolved by arbitration but you do not also exercise your right to require that the Claim be arbitrated, the Claim will be resolved by arbitration. If neither you nor we request arbitration, the Claim will not be resolved by arbitration and instead will be litigated in court. All arbitrations will be pursuant to this Section 21 and will be conducted by either the American Arbitration Association ("AAA"), 335 Madison Avenue 10th Floor, New York, New York 10017-4605 using Commercial Arbitration Rules (the "Rules") in effect at the time the Claim is made or the National Arbitration Forum ("NAF") P.O. Box 50191, Minneapolis, MN. 55405, We will substitute another nationally recognized arbitration organization using procedures similar to the Rules if AAA or NAF does not serve as arbitrator. For the Rules currently in effect, call AAA (800-925-0155) or visit its website <http://www.adr.org> or NAF (800-474-2371) <http://www.arbitration-forum.com>.

C. If we or you request arbitration of a Claim, we and you will not have the right to litigate the Claim in court. This means (1) there will be no jury trial on the claim, (2) there will be no pre-arbitration discovery except as the Rules permit, (3) no Claim may be arbitrated on a class-action basis, and neither we nor you will have the right to participate as a representative or member of any class of claimants pertaining to any Claim subject to arbitration or act as a private attorney general in court or in arbitration. Generally, the arbitrator's decision will be final and binding. There are other rights that you would have if you went to court that also may not be available in arbitration.

D. Claims by or against you may not be joined or consolidated in the arbitration with Claims by or against another person. Arbitration hearings for Claims by or against you will take place in the federal judicial district in which you reside. We will reimburse you for the initial arbitration filing fee paid by you up to the amount of \$500 upon receipt of proof of payment. Additionally, if there is a hearing we will pay any fees of the arbitrator and the arbitrator administrator for the first two days of that hearing. The payment of any such hearing fees will be made by us to the arbitration administrator selected by you or us pursuant to the arbitration agreement. All other fees will be allocated in accordance with the rules of the arbitration administrator and applicable law. We will advance or reimburse filing fees if the arbitration administrator determines there is good reason for

requiring us to do so or you ask us and we determine there is good cause to do so. Each party will bear the expense of the fees and costs of that party's attorneys, experts, witnesses, documents, and other expenses regardless of which party prevails in the arbitration and any appeal, except that the arbitrator shall apply any applicable law in determining whether a party should recover any and all fees from another party.

E. This Section 21 will be governed by the Federal Arbitration Act ("FAA"). The arbitrator will apply substantive law consistent with FAA and statutes of limitations and will honor all valid privilege claims. If the Rules and this section conflict, this section will govern. Judgment upon the arbitrator's award may be entered in any court with jurisdiction. The arbitrator's decision will be final and binding, except (1) for any appeal right under FAA or (2) if the arbitrator's award is more than \$100,000, you or we may appeal it to a three-arbitrator AAA panel, which will decide the appeal by majority vote. The appealing party will pay the appeal costs.

22. GOVERNING LAW. THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF DELAWARE, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF DELAWARE, WHERE YOUR ACCOUNT AND WE ARE LOCATED, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT.

23. Assignment. We may assign your Account, any amounts you owe us, or any of our rights and obligations under this Agreement to a third party. The person to whom we make the assignment will be entitled to any of our rights that we assign to that person. You may not assign this Account.

24. Enforcing this Agreement. We can delay enforcing or not enforce any of our rights under this Agreement without losing our right to enforce them in the future. If any of the terms of this Agreement are found to be unenforceable, all other terms will remain in full force.

NOTICE: See below for important notice required by federal law.

Your billing rights. Keep this notice for future use. This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. Notify us in case of errors or questions about your bill: If you think your bill is wrong, or if you need more

information about a transaction on your bill, write us on a separate sheet of paper and mail it to the address identified on your monthly statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information: (1) your name and account number. (2) The dollar amount of the suspected error. (3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about. Your rights and our responsibilities after we receive your written notice: We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct. Special rule for credit card purchases: If you have a problem with the quality of property or services that you purchase with a credit card, and you have tried in good faith to correct the problem with us, you may have the right not to pay the remaining amount due on the property or services.

For a current copy of these terms, please – contact Chase Bank USA, N. A. by writing our servicer: Kohl's, Attn: Credit Administrator, P.O. Box 3120, Milwaukee, WI 53201-3120.

IMPORTANT RATE, FEE, TERMS & CONDITIONS
AND OTHER COST INFORMATION

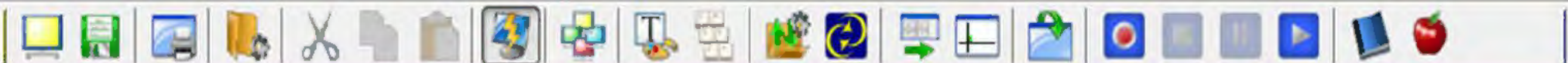
Annual Percentage Rate for Purchases	21.9% fixed
Grace Period for Repayment of Purchases	Not less than 25 days
Method of Computing the Balance for Purchases	Average Daily Balance (Including new purchases)
Annual Fee	None
Minimum Finance Charge	\$.50
Late Fee	\$0 if your balance is \$15 or less; \$15 if your balance is greater than \$15, but less than \$50.01; \$29 if your balance is greater than \$50

Returned Check Fee \$25.00

EXHIBIT 8

Kohl's Account Screenshots - Underwood

File Edit Session Options Transfer View Script Help



BS9 [REDACTED] 096

9368 3000 0000 [REDACTED] 096 05/18/15 12:49

UNDERWOOD, JENNIFER HOME PHONE [REDACTED] 7017 WORK PHONE

SECONDARY SSN#: 000-00-0000 FULL OPEN DATE: 01-12-09

CASH CREDIT PCT: 000 CASH CREDIT CHG DATE: 000000

CASH CREDIT CHG TYPE: CURRENT PRICING STRATEGY: 0512

CURRENT PORTFOLIO: 1000 PHASE INDICATOR: RECOVERY IND:

CASH OPEN LIMIT 00000000 PER DAY PAYOFF: .0000 ADD-ON RATE FLAG: Y

MERCH CREDIT LIMIT: 100 MERCH AVAILABLE CREDIT: 00000000

CB REASON 1: MAXIMUM LATE CHARGE: 9999.00

CB REASON 2: MINIMUM OR FIXED LATE CHARGE: 15.00

CB REASON 3: MAXIMUM OVERLIMIT CHARGE: 9999.99

CB REASON 4: MINIMUM OR FIXED OVERLIMIT CHARGE: 00.00

PIN XFR FLAG: N MAXIMUM RETURN CHECK CHARGE: 9999.99

MINIMUM OR FIXED RETURN CHECK CHARGE: 25.00 NS BHVR SCORE 5

ANNUAL CHARGE AMOUNT: 00.00 PROFITABILITY INDEX 000 CASH % OF CREDIT LINE 000

MTHS SINCE DEBIT ACTIVE 099 DELQ AMOUNT 0.00 DUAL ACCT ACT 0

CO-BRANDED C-T-D DISCOUNT: 0.00 DELQ SCENARIO ID 0000

CO-BRANDED Y-T-D DISCOUNT: 0.00 MULTRAN CYCLE TO DATE PAYMENTS:

MULTRAN ACCOUNT #: MULTRAN CROSS REFERENCE 1:

MULTRAN BONUS QUALIFIED PURCH: MULTRAN MISC FIELD 8: 00/00/0000

MULTRAN SAVINGS ACCOUNT:

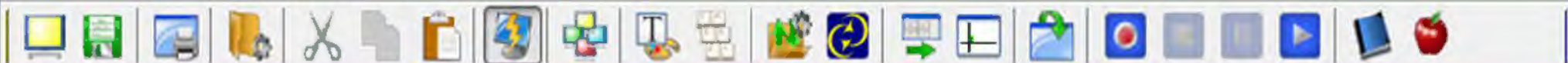
MULTRAN TODAY PAYOFF BALANCE: NNNNNNNNNNNN

CUSTACCT-NOT-FOUND

000

V2BSCUST

File Edit Session Options Transfer View Script Help



@INS [REDACTED] 096

ACCT ID [REDACTED] 096 UNDERWOOD, JENNIFER

CREDIT LIFE INSURANCE

ACTIVE

ACTION	CODE	DATE	STATE	STAT	STAT	CYC/DAY	REASON	CANCEL DATE	REINSTAT DATE	MARKET TRACKING
LAST STMT		PREV STMT		LAST CLAIM		LAST CHANGE		LAST BILLED		
	PREM	WAIVED		PREM	WAIVED	DATE	DATE	DATE		
-	AE	090112	NV	F	00 00	000000	000000	120807	004	120606
-		0.00			0.00					
-										
-										
-										
-										
-										
-										
-										

ACTIONS: F-ADD R-REINSTATE P-PEND CLAIM A-ACCEPT CLAIM X-CANCEL U-UPDATE
S-EXPAND VIEW 1-5-UP/DOWNSSELL PF8 = INACTIVE INS

EXHIBIT 9

Underwood Monthly Statement February 4, 2010

ACCOUNT SUMMARY

Previous Balance	\$	136.14
Payments and Other Credits	-	0.00
Purchases	+	2.68
Fees	+	29.00
Interest Charges	+	2.48
New Balance	\$	170.30

Opening/Closing Date 01/05/2010 - 02/04/2010
Days in Billing Cycle 31
Total Credit Line \$500
Available Credit \$329

Questions?

Click on My Kohl's Charge at Kohls.com or
Call Customer Service 1-800-564-5740
Sunday 10:00 AM to 11:00 PM (EST)
Monday-Saturday 8:00 AM to 11:00 PM (EST)
Automated service is available 24 hours.

PAYMENT INFORMATION

New Balance	\$	170.30
Payment Due Date		03/01/2010
Minimum Payment Due		34.00
Amount Past Due		5.00
Total Amount Due	\$	39.00
To Avoid Interest Charge Pay	\$	170.30

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 and your APR may be increased up to the Penalty APR of 24.9%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	0 months	\$0.00

If you would like information about credit counseling services, call 1-877-499-9467.

ACCOUNT ACTIVITY

Transaction Date	Transaction Description	Amount
Fees		
01/29	LATE FEE	\$29.00
02/04	ACCOUNT EASE PREMIUM	\$2.68
	TOTAL FEES FOR THIS PERIOD	\$29.00
Interest Charged		
02/04	INTEREST CHARGE	\$2.48
	TOTAL INTEREST FOR THIS PERIOD	\$2.48

2010 Totals Year-To-Date

Total fees charged in 2010	\$0.00
Total interest charged in 2010	\$4.95

INTEREST CHARGES

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charges
Purchases	21.90%(V)	\$136.14	\$2.48

(V) = Variable Rate

KOHL'S MVC SUMMARY

Current Kohl's Purchases \$0.00

Spend \$600 or more on your Kohl's charge from February 2011-January 2012 to qualify for exclusive MVC privileges through February 2013.

IMPORTANT NEWS

Kohl's Cares. Unfortunately, we have not received your required payment. To avoid late fees and changes to your credit limit, please ensure your payment is made and processed by the due date.

Have you registered your Kohl's Charge account online? It's easy, simply go to Kohls.com and click on the My Kohl's Charge link. You'll have access to 12 months of statements and even be able to pay online free of charge.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION



Name or Address Change?

Would you like to receive e-mail sales notification?
Check box and write information on reverse side.



Kohl's Payment Center
PO BOX 2983
Milwaukee WI 53201-2983

Account Number	[REDACTED] 096
Due Date	Mar 1, 2010
New Balance	\$170.30
Total Payment Now Due	\$39.00

Mail this portion with your payment.

Amount Paid



NOTE: Do not mail cash or gift cards.
Please make check payable to Kohl's in US Dollars

JENNIFER UNDERWOOD
7437 GRASSQUIT ST
N NV
89084-0000

EXHIBIT 10

October 15, 2010 Change In Terms

<Name>
<Address>
<City, State, Zip>

Dear <Name>,

We appreciate every opportunity to serve you and are committed to providing clear and informative updates about your Kohl's credit card.

The notice on the reverse details upcoming changes to your account. **These changes do not increase your current interest rates or change the benefits you receive.**

For your convenience, here's a summary:

- **Minimum Payments:** Your minimum payments will be at least \$25 unless your account balance is less than this amount. This minimum payment is based on a formula and will be 1% of your new balance, plus any billed interest charges and applicable late fees.
 - If making a minimum payment of at least \$25 presents a challenge and you would like to keep your current payment calculation, please call us at the number below to discuss options.
- **Minimum Interest Charges:** If interest charges apply in any billing period, the minimum will be \$1.00.
- **Late Payment Fee:** This fee will be increased to a \$35 maximum if there are two or more occurrences of a late payment in a seven month period. Late payment fees will be \$15 or \$25 for a single occurrence based on the account balance as described in the notice.
- **Arbitration:** We are removing the Arbitration section from your Agreement.

You have at least 45 days before the changes are effective so you have time to review and understand what's changing.

Please review all the details about these changes in the attached notice. You may opt out of the changes to the Minimum Interest Charge, Late Payment Fee, and Minimum Payments if you close your account. If you would like to take this option or have any questions, please call us at 1-800-564-5740. One of our experienced customer service professionals would be happy to help.

Thank you for being a valued Kohl's customer.

Sincerely,

J. Scott Nagle
Vice President, Card Services
Kohl's Department Stores

Important Changes to Your Account Terms

RE: Your Kohl's credit card account ending in [REDACTED] (last four digits of your account number)

This letter provides a summary of changes that are being made to your account terms. These changes will take effect on October 15, 2010.

You have the right to reject the changes in the Revised Terms table below and the increase in Minimum Payment described below prior to the effective date. If you do reject these changes you will not be able to use your account for new transactions. You can reject these changes by calling us at 1-800-564-5740 or by writing to us by October 15, 2010. If you write to us, please send the letter to Customer Service and Operations Center, N54 W13600 Woodale Dr, Menomonee Falls, WI, 53051.

For more detailed information about all the changes, please refer to the information below.

Minimum Interest Charge and Late Payment Fee:

Revised Terms, as of October 15, 2010	
Minimum Interest Charge	\$1.00
Late Payment Fee	\$15 up to \$35

Minimum Payment: We are changing the minimum payment amount so that it will be at least \$25 (or the total amount you owe if less than \$25). We are also changing the minimum payment calculation.

Details and Other Changes. You may only reject the changes summarized above. All other changes listed below will apply automatically to your account and will amend your Kohl's Cardmember Agreement ("Agreement") as of the effective date. If enrolled in Kohl's payment program, the changes below may not become effective until you are removed from the program.

Minimum Interest Charge. The Minimum Finance Charge will be referred to as the Minimum Interest Charge. Further, any other use of term "Finance Charge" in your Agreement will be replaced with the term "Interest Charge."

Late Payment Fee. The Late Fee will now be referred to as the Late Payment Fee. The language below replaces the current Late Fee section in your Agreement.

Late Payment Fee: We may charge a late payment fee if we do not receive at least the required Minimum Payment for any billing period by the date and time it is due. If the amount of the late payment fee is based on a balance, we will use the total Account balance at the end of the day that the late payment fee is charged to calculate the fee. This date may be as early as the due date for the late payment. Your late payment fee will be \$15 if your balance is greater than \$15 but less than \$50.01, and \$25 if your balance is greater than \$50, however, if your balance is \$15 or less you will not be charged a late payment fee. If you pay late and then pay late again in any of the next six consecutive billing periods the late payment fee will be up to \$35.00 until you have paid your Minimum Payment when due for six consecutive billing periods. The late payment fee cannot be greater than the Minimum Payment due for the billing period for which your payment was late. We will add any late fee to the balance due on your Account.

Minimum Payment: The Minimum Monthly Payment will now be referred to as Minimum Payment. The language below replaces the current Minimum Payment formula described in your Agreement. The other terms in the section describing your Minimum Payment will remain in effect.

Your Minimum Payment will be the largest of: i) \$25 (or total amount you owe if less than \$25); or ii) the sum of 1% of the New Balance, plus the periodic interest charges and late fees billed on the statement for which your Minimum Payment is calculated. As a part of the Minimum Payment we will also add any amount past due.

Returned Payment Fee. The Returned Check Fee will now be referred to as the Returned Payment Fee. The Returned Payment Fee section of your Agreement will be amended to add at the end of that section the following: "The Returned Payment Fee cannot be greater than the Minimum Payment due immediately prior to the date on which your payment was returned."

Arbitration. We are removing the Arbitration section from your Agreement.

If you have any questions about these changes, please call us at 1-800-564-5740. Please keep this notice for your records.